

2014 POLICY REVIEW

1. **2.02.22 (New) Memorandum of Understanding:** establishing an agreement between the Tippecanoe County Prosecutor's Office, West Lafayette Police Department, Lafayette Police Department, Tippecanoe County Sheriff's Department, Purdue Police Department, and the Purdue University Cyber Forensics Lab for the purpose of creating an interagency resource to investigate crimes in Tippecanoe County that involve digital evidence.
2. **2.02.23 (New) Memorandum of Understanding:** establishing an agreement between the Federal Bureau of Investigation and the West Lafayette Police Department for the purpose of outlining the mission of the Joint Terrorism Task Force (JTTF) and formalizing the relationship between the FBI and the West Lafayette Police Department to create a cohesive unit capable of addressing terrorism investigations.
3. **2.05.22 Job Task Requirements:** changes the position title to Neighborhood Resource Officer (from Parking Control Officer). **Section I** changes the name of Parking Control Officer to Neighborhood Resource Officer. **Section III A (2)** add an essential duty "observes for violations of City Ordinance related to Nuisance Code". **Section III A (7)** add an essential duty "Performs other duties as assigned".
4. **2.05.24 Job Task Requirements:** changes the position title to Neighborhood Resource Officer-Regular Part-time position (from Parking Control Officer). **Section I**, changes the name of Parking Control Officer to Neighborhood Resource Officer. **Section III A (2)** add an essential duty "observes for violations of City Ordinance related to Nuisance Code". **Section III A (7)** add an essential duty "Performs other duties as assigned".
5. **2.23 Police Officer Lateral Entry Program, Section III C (2)** Change to increase personal holiday time to 108 hours per year.
6. **4.01 Firearms/Authorized Firearms, Section III C 1:** Include Glock 27 as an additional standard department issued firearm.
7. **4.02.01 Electronic Control Device (Tasers), Issue, Use, and Training, Section V (Deployment).** Revised definition on when and when not to deploy a taser.
8. **7.05.01 Special Response Team Physical Agility, Section II:** change requiring team members to successfully complete the physical agility test twice a year. **Section III**, change requiring the physical agility test be administered twice a year to all team members. **Section IV** defines the essential functions of SWAT members and describes each station of the physical agility test.
9. **8.04 Evidence Custody, Section II A:** changes how property is photographed and entered into evidence using updated digital equipment.

Section II Administration

Department Policy #2.01

Chain of Command and Organizational Structure

- I. Purpose: This order provides direction to department employees relating to accountability to supervision.
- II. Policy: To promote efficiency and responsibility, among the ranks of the department by establishing a clear-cut chain of supervision.
- III. Definition:
 - A. Officer in charge: An officer of the department of any rank placed in charge of a component of the department and entrusted with the responsibility of command.
- IV. The Order:
 - A. The officer in charge of a component of this department shall be afforded the respect due a person in command by all employees of that component.
 1. Subordinates assigned to various components shall be responsible to the officer in charge and adhere to all just and lawful orders issued by any officer in their chain of command. If orders are conflicting, the order issued by the officer of highest rank will prevail.
 - B. Department Chain of Command (in descending order of authority).

{See attached diagram distributing authority}

Issue Date

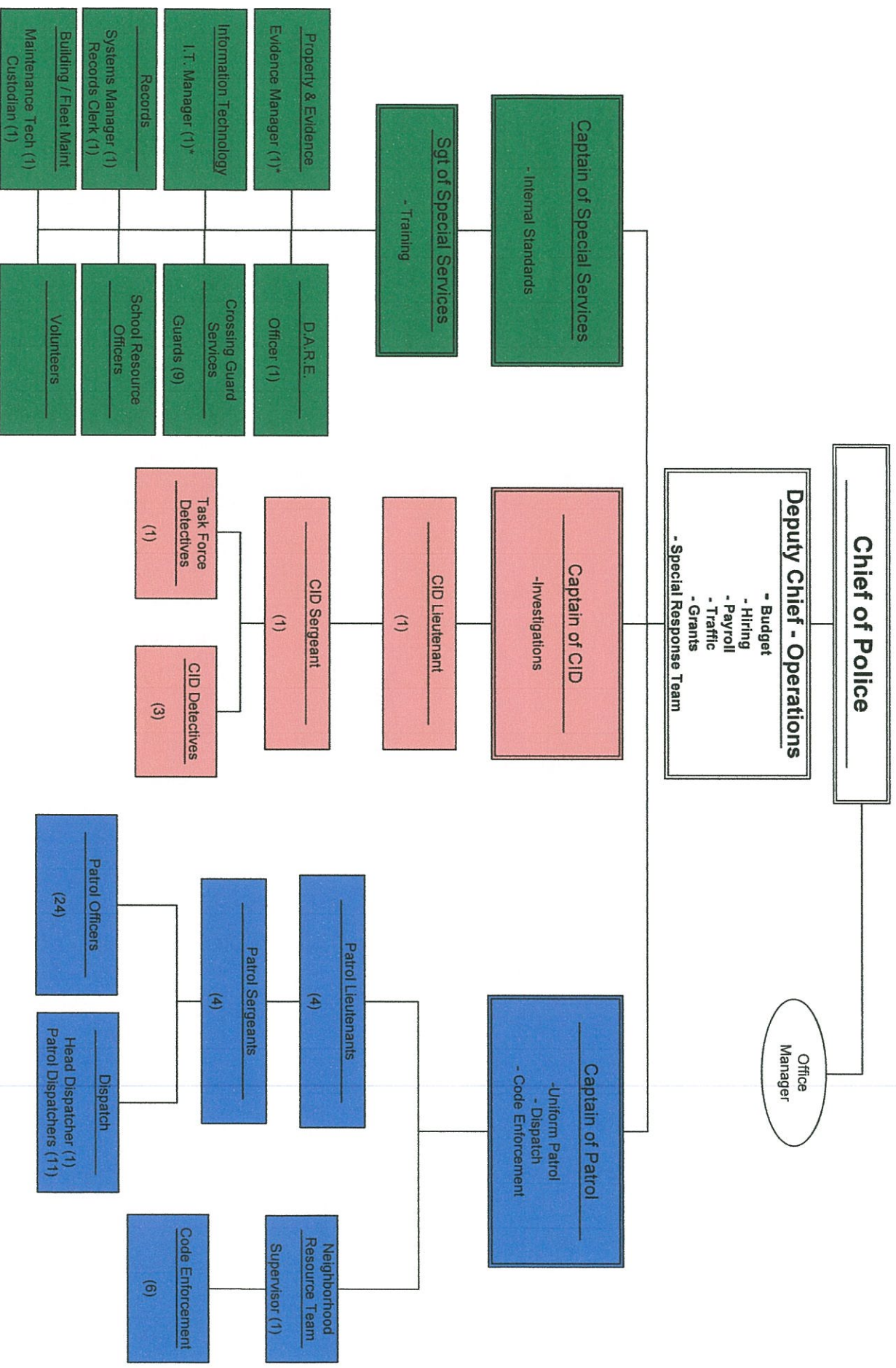
/ /

Revision Number: Date

_____: / /

By Order of the Chief:

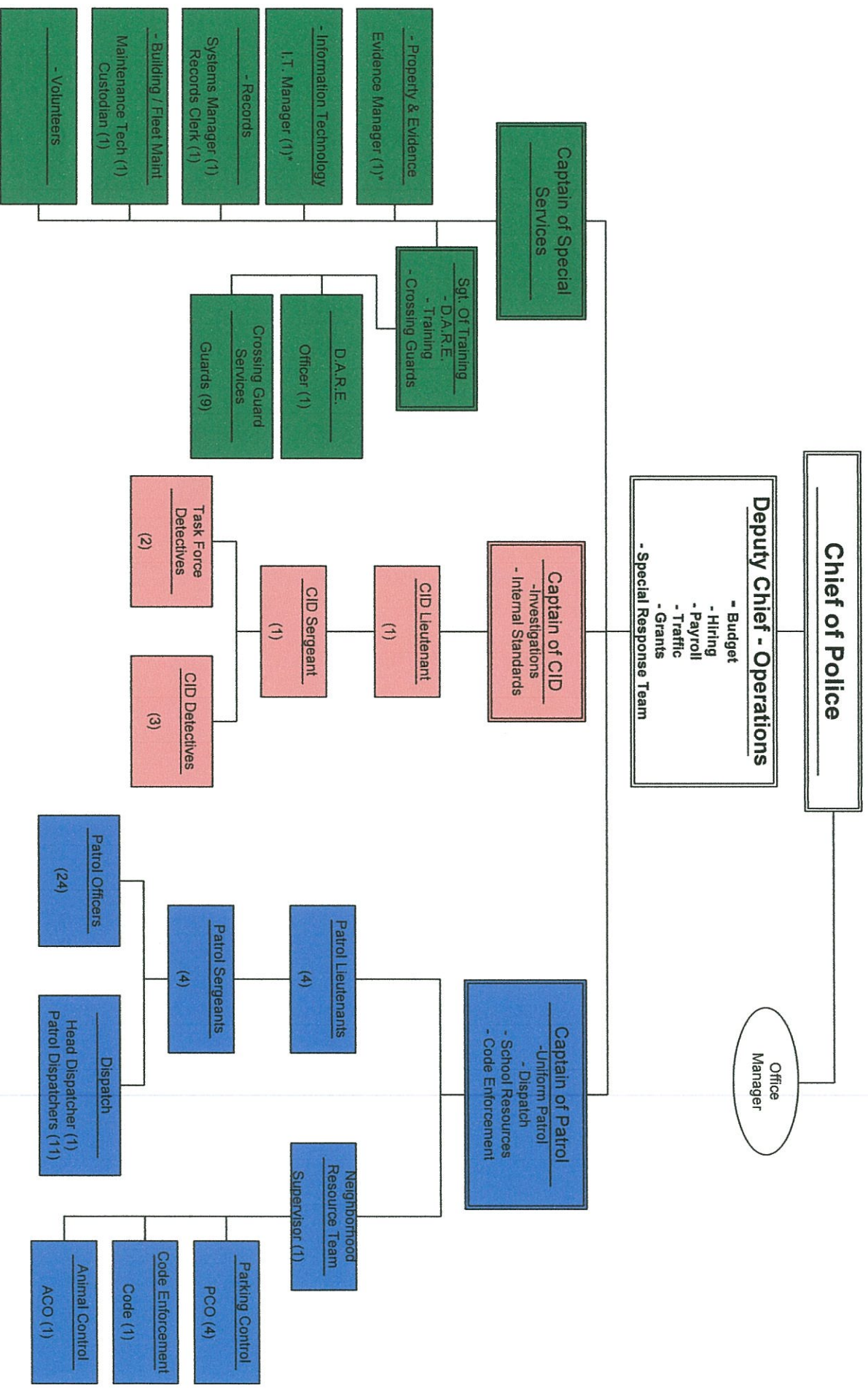
West Lafayette Police Department



* Shared Position

May 2014

West Lafayette Police Department



* Shared Position

Section II ADMINISTRATION

Department Policy #2.02.22

Memorandum of Understanding establishes an agreement between the Tippecanoe County Prosecutor's office, West Lafayette Police Department, Lafayette Police Department, Tippecanoe County Sheriff's Department, Purdue University Police Department, and the Purdue University Cyber Forensics Lab for the purposes of creating an interagency resource to investigate crimes in Tippecanoe County that involve digital evidence.

See attached agreement.

Issue Date

/ /

Revision Number: Date

_____: / /

By Order of the Chief:

MEMORANDUM OF UNDERSTANDING FOR INTER-AGENCY COOPERATION
FOR THE TIPPECANOE COUNTY HIGH TECH CRIME UNIT

MEMORANDUM OF UNDERSTANDING made and entered this 10th day of April, 2013, by the TIPPECANOE COUNTY PROSECUTORS OFFICE, TIPPECANOE COUNTY SHERIFFS DEPARTMENT, LAFAYETTE POLICE DEPARTMENT, WEST LAFAYETTE POLICE DEPARTMENT, PURDUE POLICE DEPARTMENT, and the PURDUE UNIVERSITY CYBER FORENSICS LAB for the purposes of creating an inter-agency resource to invest crimes in Tippecanoe County that involve digital evidence.

Purpose

The purpose of creating such a High Tech Crime Unit (HTCU) is to consolidate resources and to provide all members with increased resources, training and cooperation to efficiently investigate crimes in Tippecanoe County that involve digital evidence.

Provisions

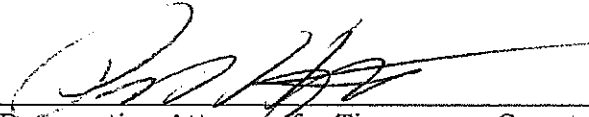
It is, therefore, agreed as follows:

- a. All Law Enforcement Agencies listed in the contract agree to join the Tippecanoe County High Tech Crime Unit.
- b. This MOU does not change the MOU already in place with regard to the Indiana Crimes Against Children (ICAC) operations, resources and activities, but rather is a separate agreement with separate goals.
- c. The Tippecanoe County Prosecutors Office will be the fiscal agent for all federal or state grant money awarded to local law enforcement agencies (excluding Indiana State Police) to be used for the HTCU.
- d. All investigations that are recognized as requiring some form of digital investigation will be investigated by the agency that is conducting the investigation. All other law enforcement agencies of the HTCU will provide support if requested from the primary agency. Support may include assisting in the execution of a search warrant, interviewing suspects/witnesses, use of equipment, and technician expertise.
- e. A SOP will be created for the Tippecanoe HTCU and reviewed annually for necessary changes. All parties agree to follow the SOP in order to ensure optimum use of resources.
- f. The Purdue University Cyber Forensics Lab agrees to provide individual law enforcement agencies with Cyber Forensics Graduate Students as interns to provide

knowledge and technical background of digital evidence to investigators. Interns will be utilized to perform various types of analyses of digital media at the specific request and direction of the investigating agency.

f. The Purdue University Cyber Forensics Lab will allow access to specialized forensic equipment as needed and provide advanced computer forensic knowledge as needed.

IN WITNESS WHEREOF, the parties have set their hands and seals.



Prosecuting Attorney for Tippecanoe County

3/20/13
Date



Lafayette Police Department, Chief

3/11/13
Date



West Lafayette Police Department, Chief

3/20/13
Date



Tippecanoe County Sheriffs Department, Sheriff

4-5-13
Date



Purdue Police Department, Chief

4/3/2013
Date



Purdue University Cyber Forensics Lab, Chairman

4/10/2013
Date

Section II ADMINISTRATION

Department Policy #2.02.23

Memorandum of Understanding establishes an agreement between the Federal Bureau of Investigation and the West Lafayette Police Department for the purpose of outlining the mission of the Joint Terrorism Task Force (JTTF) and formalizing the relationship between the FBI and the West Lafayette Police Department to create a cohesive unit capable of addressing terrorism investigations.

See attached agreement.

Issue Date

/ /

Revision Number: Date

_____: / /

By Order of the Chief:

JOINT TERRORISM TASK FORCE

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

WEST LAFAYETTE POLICE DEPARTMENT

(the Participating Agency)

PREAMBLE

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead agency domestically for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

COPY
Template Version: 5/10/2013

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

I. PURPOSE

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agency; in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

II. MISSION

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

III. AUTHORITY

Pursuant to 28 U.S.C. ' 533, 28 C.F.R. ' 0.85, Executive Order 12333, as amended, National Security Presidential Directive (NSPD) 46/ Homeland Security Presidential Directive (HSPD) 15 and Annex II thereto, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

[Participating agencies may include applicable authority for entering into this MOU.]

FOR OFFICIAL USE ONLY

IV. CONTROLLING DOCUMENTS

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General=s Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General=s Guidelines for Domestic FBI Operations;
 2. Attorney General=s Guidelines on Federal Bureau of Investigation Undercover Operations;
 3. Attorney General=s Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
 4. Attorney General Memorandum dated March 6, 2002, titled AIntelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI@;
 5. Attorney General=s Guidelines Regarding the Use of Confidential Informants;
 6. Attorney General=s Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
 7. Attorney General=s Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
 8. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

FOR OFFICIAL USE ONLY

V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE

A. MEMBERS

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI's local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division's JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency's headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the Participating Agency may provide for overtime reimbursement by the FBI by separate written agreement.

FOR OFFICIAL USE ONLY

5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI..

C. PHYSICAL LOCATION AND SUPPORT:

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

VI. SECURITY PROGRAM

A. CLEARANCES

FOR OFFICIAL USE ONLY

1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary Aneed-to-know.@ Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI=s Security Division. Pursuant to federal law, JTTF members are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer=s security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. Each Participating Agency fully understands that its personnel detailed to the JTTF are not permitted to discuss official JTTF business with supervisors who are not members of the JTTF unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the FBI JTTF Supervisor. Participating Agency heads will be briefed regarding JTTF matters by the SAC or ADIC, as appropriate, through established JTTF Executive Board meetings.
5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field

FOR OFFICIAL USE ONLY

and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counter-intelligence focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.

6. All JTTF members must agree to submit to counter-intelligence focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

B. RESTRICTIONS ON ELECTRONIC EQUIPMENT

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDs, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

VII. DEPUTATION

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not : (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

VIII. STAFFING COMMITMENT

FOR OFFICIAL USE ONLY

- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details, or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

FOR OFFICIAL USE ONLY

IX. RECORDS, REPORTS AND INFORMATION SHARING

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.
- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

X. COORDINATION

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the

FOR OFFICIAL USE ONLY

Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTFs.

- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

XI. FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

XII. TRAVEL

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee=s membership in the JTTFs. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTFs to conduct investigations outside of the JTTF=s assigned territory.

XIII. VEHICLES AND EQUIPMENT

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must

FOR OFFICIAL USE ONLY

only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.

- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.
- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member=s assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

XIV. FORFEITURE

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

XV. HUMAN SOURCES

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General=s and the FBI=s guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.

FOR OFFICIAL USE ONLY

- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

XVI. MEDICAL

A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. ' 3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

XVII. TRAINING

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES

Members of the JTTF will follow their own agency=s policy concerning use of deadly force.

FOR OFFICIAL USE ONLY

XIX. DEPARTMENT OF DEFENSE COMPONENTS

The Posse Comitatus Act, 18 U.S.C. ' 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

XX. MEDIA

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

XXI. LIABILITY

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

FOR OFFICIAL USE ONLY

A. COMMON LAW TORT CLAIMS

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. ' 1346(b), and ' ' 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an Aemployee@ of the U.S. government, as defined at 28 U.S.C. ' 2671. See 5 U.S.C. ' 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. ' 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. ' 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. ' 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.
4. If the Attorney General declines to certify that an employee was acting within the scope of employment, Athe employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.@ 28 U.S.C. ' 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

FOR OFFICIAL USE ONLY

B. CONSTITUTIONAL CLAIMS

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. ' 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, Ainssofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.@ Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. ' ' 50.15, 50.16.
4. An employee may be provided representation Awhen the actions for which representation is requested reasonably appears to have been performed within the scope of the employee=s employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States.@ 28 C.F.R. ' 50.15(a).
5. A JTTF member=s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI=s Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI=s OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. ' 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. ' 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. ' 50.15(a).

FOR OFFICIAL USE ONLY

7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

C. EXPRESS RESERVATIONS

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

XXII. DURATION

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

FOR OFFICIAL USE ONLY

XXIII. AMENDMENTS

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:



Agency Head
West Lafayette Police Department
"The Participating Agency"

Date: June 18, 2013



Special Agent in Charge
Field Division
Federal Bureau of Investigation

Date: JULY 2, 2013

Section II Administration

Department Policy #2.05.22

Job Task Requirements: Neighborhood Resource Officer

- I. Purpose: This order establishes the Job Task Requirements for the position of Neighborhood Resource Officer
- II. Policy: The Neighborhood Resource Officer enforces West Lafayette City Parking Code primarily and as directed. The Neighborhood Resource Officer enforces City Ordinance as needed or directed. The Neighborhood Resource Officer will serve under the direct supervision of the Neighborhood Resources Supervisor and the Patrol Commander.
- III. Functions and Duties:
 - A. Essential:
 - 1. Patrols West Lafayette on foot or driving a vehicle searching for violations relating to parking.
 - 2. Observes for violations of City Ordinance related to Nuisance Code.
 - 3. Writes reports, complete forms, makes oral reports and testifies in court.
 - 4. Participates in training pertaining to duties.
 - 5. Properly maintain uniforms and other issued equipment.
 - 6. Maintains cleanliness in all work areas.
 - 7. Performs other duties as assigned.
 - B. Nonessential:
- IV. Qualifications:
 - A. Minimum requirements:
 - 1. Speak, read, and write English.
 - 2. Maintain good physical condition.
 - 3. Meet all requirements for employment as prescribed by Indiana Law.
 - 4. Have the ability to operate a vehicle safely, under less than ideal conditions.
 - 5. Have the ability to use a two-way radio.
 - 6. Have the ability to do computer entry of parking tickets and reports.
 - 7. Have the ability to operate passenger cars and light duty trucks.

8. Maintain telephone at actual residence and inform department of current phone number.
9. Maintain knowledge and understanding of current department rules, regulations, policies, and procedures.
10. Must possess a valid Indiana Driver's License.

B. Desired requirements:

1. Have knowledge of West Lafayette City Court Procedures.
2. Have knowledge of Police Department operations.
3. Have knowledge of streets and alleys in the West Lafayette area.
4. Have knowledge of related service in the community.
5. Have knowledge of State and Local laws and ordinances related to parking.

V. Working Environment

- A. Incumbent stands, sits, drives, walks, carries, pushes and pulls. He/She may also have to stoop, crouch, kneel, and lift up to 75 lbs., and is exposed to fumes.
- B. Incumbent works normal daytime hours, but is subject to occasional after hour and weekend duty. Incumbent is also exposed to all types of weather conditions.
- C. Prescribed uniform is worn for work.

Issue Date

/ /

Revision Number: Date

_____ : / /

By Order of the Chief:

Section II Administration

Department Policy #2.05.24

Job Task Requirements: Neighborhood Resource Officer – Regular Part-Time Position

- I. Purpose: This order establishes the Job Task Requirements for the position of Regular Part-Time Neighborhood Resource Officer.
- II. Policy: The Regular Part-Time Neighborhood Resource Officer enforces West Lafayette City Parking Code primarily and as directed. The Regular Part-Time Neighborhood Resource Officer enforces City Ordinance as needed or directed. The Regular Part-Time Neighborhood Resource Officer will serve under the direct supervision of the Neighborhood Resources Supervisor and the Patrol Commander.
- III. Functions and Duties:
 - A. Essential:
 - 1. Patrols West Lafayette on foot or driving a vehicle searching for violations relating to parking.
 - 2. Observes for violations of City Ordinance related to Nuisance Code.
 - 3. Writes reports, complete forms, makes oral reports and testifies in court.
 - 4. Participates in training pertaining to duties.
 - 5. Properly maintain uniforms and other issued equipment.
 - 6. Maintains cleanliness in all work areas.
 - 7. Performs other duties as assigned.
 - B. Nonessential:
- IV. Qualifications:
 - A. Minimum requirements:
 - 1. Speak, read, and write English.
 - 2. Maintain good physical condition.
 - 3. Meet all requirements for employment as prescribed by Indiana Law.
 - 4. Have the ability to operate a vehicle safely, under less than ideal conditions.
 - 5. Have the ability to use a two-way radio.
 - 6. Have the ability to do computer entry of parking tickets and reports.
 - 7. Have the ability to operate passenger cars and light duty trucks.

8. Maintain telephone (on local exchange, or collect call basis) and inform department of current phone number.
9. Maintain knowledge and understanding of current department rules, regulations, policies, and procedures.
10. Must possess a valid Indiana Driver's License.

Page #2
#2.05.24

B. Desired requirements:

1. Have knowledge of West Lafayette City Court Procedures.
2. Have knowledge of Police Department operations.
3. Have knowledge of streets and alleys in the West Lafayette area.
4. Have knowledge of related service in the community.
5. Have knowledge of State and Local laws and ordinances related to parking and quality of life issues.

V. Working Environment

- A. Incumbent stands, sits, drives, walks, carries, pushes, and pulls. He/She may also have to stoop, crouch, kneel, and lift up to 75 lbs., and is exposed to fumes.
- B. Incumbent works normal daytime hours, but is subject to occasional after hour and weekend duty. Incumbent is also exposed to all types of weather conditions.
- C. Prescribed uniform is worn for work.

Issue Date

/ /

Revision Number: Date

_____: / /

By Order of the Chief:

Section II ADMINISTRATION

Department Policy #2.23

Police Officer Lateral Entry Program

- I. Purpose: The purpose of the policy is to define the process used to guide the department on allowing officers with previous Law Enforcement experience to lateral transfer into our agency.
- II. Policy: It will be the policy of the department to recognize an applicant's previous law enforcement experience by providing a starting salary commensurate with the applicant's tenure in law enforcement.
- III. The Order:
 - A. In order to be considered for employment with this agency, applicants must meet all established pre-employment minimum requirements, as well as successfully complete all testing, screening, and background screening components. To be eligible for consideration within the lateral entry program the applicant must have had powers of lawful arrest and authorized to carry a weapon. All applicants wanting to be considered for the lateral entry program must possess an Indiana Law Enforcement Academy Certification or meet all of the requirements for the I.L.E.A. Waiver Requirement.
 1. Law Enforcement Experience is defined as: fulltime employment with a local, county, state, or federal agency that has primary responsibility for law enforcement and arrest powers.
 2. For the purposes of the Lateral Entry Program, military experience does not qualify.
 - B. The Lateral Entry Program will provide up to a maximum of three (3) years of starting salary/pay incentives for qualified candidates. Calculations for years of service will not include partial/seasonal years of service. The Lateral Entry Program does not recognize rank or seniority rights from the officer's previous employment. The below information will be used as a guide for entry-level salaries.

An officer granted employment under lateral entry shall begin employment as a probationary officer for pay, benefits and merit. Upon successful completion of the F.T.O. program, the lateral entry officer shall be granted pay and benefits as outlined in this policy, but will remain in a probationary status for merit for a period not to exceed one year as required by Merit Commission Rules and Regulation (Article II, Section L (1)).

 1. Academy certification and one (1) year of law enforcement experience will equal the pay grade of a Patrol Officer, second class.

2. Academy certification and two (2) or more years of law enforcement experience will equal the pay grade of a Patrol Officer, first class.
- C. Candidates accepting employment through the Lateral Entry Program will be entitled to the following vacation leave during their first year of employment upon successful completion of the F.T.O. program.
1. Two (2) or more years of law enforcement experience completed will be entitled to 40 hours vacation.
 2. One hundred (108) hours of Personal Holiday time, which will be prorated for the employee's start date.
 3. At the completion of the first year of employment the employee will receive additional vacation time based on current department policy and procedures.
- D. Candidates wanting to be considered for the Lateral Entry Program must meet all of the requirements of the 1977 Indiana Police and Fire Pension Fund (PERF), and be accepted into the Pension Fund.
1. Out of state candidates and other applicants not currently a member of this fund must not have reached their 36th birthday at the time of employment.

Issue Date

06 /06 /2011

Revision Number: Date

2 : / /

By Order of the Chief:

Section IV Weapons / Equipment / Facilities

Department Policy #4.01

Firearms

- I. Purpose: The purpose of this policy is to ensure the safety of the public and officers of the department by governing what firearms may be carried, by whom, and requiring proficiency in the use of such firearms.
- II. Policy: It is the policy of the West Lafayette Police Department that only the weapons and ammunition approved by the Police Chief will be authorized to be carried, and only officers who have received training and demonstrated proficiency in the use of each weapon will be authorized to carry the weapon in which proficiency is regularly demonstrated.

III. The Order:

- A. Authorized Personnel: Sworn officers with arrest authority as defined in Indiana Code as approved by the Police Chief shall be armed with a firearm while on official business for the police department. Officers may also be armed when off-duty unless otherwise directed by the Police Chief.
- B. Carrying Firearms: All weapons used by officers on or off duty must be inspected and approved by the Firearms Instructor. All weapons must be registered by serial number with the department.

Officers may not carry at any time, any firearm with which they have not demonstrated minimum proficiency as established by department standards, except while transporting said weapon to the department range for qualifying.

1. Weapons for sporting purposes (i.e. target shooting, hunting, etc.) not involved in law enforcement use are exempt.
2. Department issued holsters for:
 - a) Uniformed officers shall use their issued holster, or a holster of the same make and model being currently issued; no other holsters are authorized for on duty use.
 - (1) Must be used at all times while on duty, unless exemptions are individually authorized in writing by the Chief of Police.
 - b) Plain-clothes officers shall be issued a standard holster of outside-the-belt design that may be supplied by the department.
3. Personal holsters may be used by plain-clothes officers when approved by a Firearms Instructor.
4. Holsters for back-up weapons must be inspected and approved by a Firearms Instructor.

- C. Authorized Firearms: All weapons carried on official business or off-duty must be approved by the Police Chief. The designated or ranking firearms instructor has the responsibility for issue, repair and replacement of department weapons and ammunition. Officers may be issued more than one department weapon for certain job assignments when authorized. The following guidelines for weapons are hereby established:

1. The standard department issued handgun is the Glock 22 or Glock 27 semi-automatic pistol.
2. Personally owned weapons may be used for regular duty carry only when said use is individually authorized in writing by the Chief of Police.
3. Off-Duty Firearm-While off duty, Officers are encouraged and permitted to carry a firearm subject to the restrictions contained in this policy. This will not preclude any employee from carrying or having any personal weapon for non-enforcement use that is in accordance with local county ordinances and state statutes.

The Officer will be required to qualify with said weapon. When operating a department vehicle while off-duty, officers must carry an approved firearm with which they have met minimum department proficiency standards. At other times, officers are permitted to carry firearms while off duty, with the following exceptions:

- a) Officers should not carry firearms at social events and other circumstances in which they anticipate consuming alcoholic beverages;
 - b) Officers should not carry firearms to places where they will engage in athletic activities, i.e., swimming, tennis, softball, bowling, etc., where its security may be compromised by leaving it in automobiles, lockers, or other temporary storage facilities; and
 - c) It is the policy of this department to carry all off-duty weapons in the most concealable and safest manner possible. Officers will not unnecessarily expose their off-duty firearms which may compromise their identity or alarm a citizen.
4. Back-up Firearm-Officers may elect to carry a back-up weapon on duty. Such weapon shall not be less than .22 caliber, shall be approved by the Police Chief and purchased at the officer's own expense.
 - a) Must be carried in a concealed, safe and unobtrusive manner.
 5. Other weapons-The Chief of Police may direct the issue of, or approve other firearms for special details or special assignments as is necessary (special purpose weapons).
 - a) Require qualification prior to being used or carried on duty with annual qualification.
 6. Modification-Officers shall not modify department issued firearms unless approved in writing by the Chief of Police.

D. Ammunition:

1. Only department issued ammunition may be carried or used in the City owned duty firearm, department shotguns or other department firearms. The Police Chief shall approve ammunition for other firearms.
2. Uniformed officers shall carry an additional two magazines in an approved carrier.
3. Department issued ammunition will be replaced annually.

E. Training/Proficiency Testing:

This agency, in order to protect the public and employees, shall provide training and require qualification in the use of authorized firearms by its sworn officers.

1. The Firearms Instructors have the responsibility and authority to provide firearms training for sworn officers of this agency. Ammunition (for department issued weapons) for proficiency testing and practice will be provided by the department.
2. Firearms training shall be conducted on the following standard department issued firearms:
 - a) Handguns
 - b) Shotguns
 - c) Patrol Support Rifle
3. Courses of fire shall be approved by the department staff, and reviewed each year to insure that:
 - a) Legal requirements are met.
 - b) Liability requirements are met, and that courses meet or exceed current state standards.
4. Qualification sessions are conducted at the department firing range, during a period determined by the Training Division and Firearms Instructors.
5. Qualification sessions shall be on a department-approved course of fire that includes the factors of time limitations, accuracy, dexterity and familiarity.
6. Qualification sessions shall be conducted at least once a year or as otherwise required by the Chief of Police.
7. Qualification sessions shall be conducted on all authorized weapons.

8. Qualification shall be according to the following criteria:
 - a) The course of fire will be the ILEA pistol qualification course utilized to certify basic officers. It will be graded as a pass/fail with a passing score of at least 80% of the total score.
 - b) Conducted with each officer firing the approved course no more than three times during a session.
9. If an officer has an accidental discharge, the officer must undergo an immediate qualification session prior to returning to full duty.
10. Officers unable to qualify due to sickness or injury shall do so at the earliest opportunity.
11. Officers unable to qualify on the first qualification session must return for a second session and successfully qualify.
12. Officers unable to qualify on the second (2) qualification session shall be unable to carry a weapon until completing an intense retraining period.
 - a) At the end of the training period a third (3) qualification session shall be held.
13. Officers unable to qualify on the third (3) qualification session shall be placed by order on "leave without pay" not to exceed 40 hours.
 - a) The Training Officer and/or Firearms Instructor shall be regularly available by appointment for additional sessions or training.
 - b) At the request of the officer on leave, the Firearms Instructor shall conduct a fourth qualification session.
 - (1) Qualification will require that the officer must successfully complete a qualifying session each month for three (3) successive months.
14. Officers unable to qualify on the fourth (4) session:
 - a) Failure to qualify shall necessitate the termination of the officer for the following reasons:
 - (1) The employee's safety
 - (2) The safety of co-workers
 - (3) The safety of the public
 - (4) Liability
15. If an officer shows a history of needing remedial firearms training or has difficulty on the first firearms qualification session attended, that officer may be subject to termination as outlined in E., 14, of this order.

F. Use: Firearms should only be discharged for training, practice, qualifying, or other lawful purposes. Improper use or horseplay with a firearm will be cause for disciplinary action up to and including dismissal.

G. Safety:

1. A clearing barrel has been placed at headquarters (garage/office) for safety. All loading and unloading, weapons clearing, weapons dry firing, etc. which takes place in headquarters shall be performed with the muzzle of the firearms placed into the top of the barrel (the bucket indentation on top).

IV: Support Rifles:

A. Definition: Any semi-automatic rifle approved for use by the Chief of Police, Training Coordinator, and Department Firearms Instructor that chambers a .223 caliber round.

B. Deployment:

1. Officers have the authority to deploy the support rifles when deemed necessary to control a given situation.
2. The Officer should take into consideration the following factors when deciding to deploy the weapon:
 - a) The seriousness of the incident
 - b) Effectiveness of the weapon in such an incident
 - c) Qualification status and expertise of the officer
 - d) Potential for incident escalation
 - e) Location , surroundings and circumstances

C. Reporting:

1. The procedures outlines in Department Policy #5.50, *Use of Lethal Force (Firearms Discharge) Investigation Policy*, will apply when deadly force is used.

D. Support Rifle Safety and Security:

1. Support rifles stored in vehicles shall be carried in the following manner: full magazine inserted, empty chamber with safety off and bolt in the forward position.
2. Officers who carry a personally owned support rifle will carry it in a case in the trunk of the vehicle or in the case of a utility-type vehicle, hidden from view, in the rear cargo area. If the vehicle has a weapon rack suitable for the patrol rifle, the rifle may be secured in the rack.
3. If a support rifle is left in a vehicle, the vehicle must be locked when left unattended.

E. Maintenance:

1. All weapons will be inspected by the department's armorer at least once a year during qualifications.
2. Officers who carry personally owned support rifles will be required to perform routine maintenance and be subject to inspection by a supervisor, training coordinator, or firearms instructor upon request.

F. Ammunition and Magazines:

1. The department firearms instructors, with the approval of the Chief of Police, will determine the ammunition used in the support rifle.
 - a) Officer using personally owned support rifles must carry department approved ammunition.
 - b) Magazines will be of 30-round capacity.

G. Training and Qualification:

1. Officers may carry personally owned support rifles. However, officers should consult with the firearms instructors prior to purchasing such a weapon.
 - a) The firearms instructors shall coordinate the approval process with the Chief of Police.

H. Restrictions:

1. Personally owned support rifles used for duty purposes are subject to the following:
 - a) Inspection by Supervisors and Firearms Instructors upon request.
 - b) Serial number registered with the Firearms Instructors.
 - c) Investigative seizure.
 - d) All other conditions imposed on duty-use firearms.
2. Any supervisor finding an officer in violation of this policy shall seize the weapon and suspend authorization to carry a support rifle pending further investigation.
3. The Chief of Police may revoke the authorization of any officer to carry a support rifle upon the determination that the officer has violated this procedure.

Issue Date

Revision Number: Date

By Order of the Chief:

/ /

5 12/04/2012

Section IV Weapons / Equipment / Facilities

Department Policy #4.02.01

Electronic Control Device (Tasers), Issue Use and Training

- I. Purpose: This Order establishes authorized Electronic Control Device (Tasers) Issue, Use, and Training.
- II. Policy: This Department recognizes that Electronic Control Devices (Tasers) can be employed to subdue persons. The decision to use the Electronic Control Device (Taser) must be made dependent on the actions of the subject(s) or threat facing the officer(s) and including the totality of the circumstances surrounding the incident. The Electronic Control Device (Taser) may also be used to subdue attacking canines or other dangerous animals.
- III. General Information
 - A. An Electronic Control Device, hereafter referred to as a Taser, is a device used to control and subdue a subject through the application of electrical impulses that override the central nervous system and cause uncontrollable muscle contractions. Two darts attached by thin wires are fired from a cartridge attached to a handheld device, a Taser unit. When both darts attach to the subject, a timed electrical impulse is applied to the subject at the control of the operator. The electrical impulse immobilizes the subject long enough for restraints to be applied.
 - B. The Taser may also be used in the Drive Stun mode without the cartridge attached. This technique will not immobilize a subject, but relies on pain compliance in order to obtain the desired law enforcement objective.
 - C. The Taser contains a computerized function which retains data of all discharges of the device.
 - D. Officers may only carry and use department-approved Tasers, and only after the officer has received approved training in the safe handling and deployment of Taser devices. Officers certified to use the Taser are required to be re-certified annually. Officers certified to instruct others in the use of the Taser are required to be re-certified bi-annually.
 - E. Officers who are certified to carry and use Tasers will carry the device secured on their support side (the side opposite their firearm) using an approved holster.
- IV. Definitions
 - A. Function Test – A function test of a Taser is any instance where, in order to ascertain the device's battery or other function, the operator pulls the trigger of the device when it is NOT loaded with a cartridge.
 - B. Taser Field Deployment – A Taser field deployment occurs when:
 1. The cartridge probes are discharged, including accidental discharge.
 2. The Taser is used by physical contact to stun a subject.

V. Deployment

Law enforcement officers of the West Lafayette Police Department may use Tasers as a force option when the officer has a reasonable belief that the use of Tasers will stop or deter aggressive and/or violent behavior and/or prevent unnecessary injury or death to the officer or another person.

A. Some practical uses for Tasers include:

1. Repel human and animal attacks
2. Temporarily incapacitate violently resisting subjects

B. Officers will not use Tasers on subjects who:

1. Are exhibiting only verbal resistance and/or passive resistance and make no overt indication of further aggressive behavior (i.e. implied weapons, threats, nonverbal cues, etc.)
2. Are under physical restraint (i.e., handcuffed), unless the subject is still violently resisting and lesser means of controlling the subject have failed. In such circumstances, officers shall only deploy the Taser in Drive Stun mode without a cartridge attached.

C. Officers should only consider the use of a Taser as a force option if the deploying officer can safely approach the subject to within the effective range of the device.

D. Deploying Officer's Responsibilities:

1. The officer who is about to discharge the Taser will notify other officers on scene of the imminent deployment of the Taser.
2. Immediately upon gaining control and restraining the subject, the deploying officer will:
 - a. Notify a shift commander or supervising officer of the deployment.
 - b. Provide immediate medical attention to the subject when:
 - i. the Taser probes penetrate the subject's skin. The officer will remove the probes using the approved method and universal precautions, and provide basic aftercare (i.e. alcohol swabs, bandages if needed).
 - ii. An electrical current from the Taser was applied to the subject's body.
 - iii. The subject incurs any other injuries as a result of the surrounding incident or Taser deployment.
 - c. Notify EMS if:
 - i. the Taser probes penetrate a sensitive area of the body, i.e. face, head, genitals, or female breast, so the subject can be transported to a medical facility for probe removal.
 - ii. Any other injuries are incurred that will require transport to a medical facility.

iii. The subject exhibits abnormal behavior (i.e. excited delirium), before or after deploying the Taser.

d. If feasible, photograph the locations on the subject's body where the probes penetrated or current was applied. The photographs should be retained as evidence/documentation.

e. Secure/Destroy the expended Taser cartridge and probes, treating them as a biohazard. Expended cartridges and probes shall only be destroyed/disposed of at WLPD HQ.

VI. Reporting

After a Taser Field Deployment the deploying officer shall complete a "Use of Force Incident Report" in accordance with WLPD Policy #5.06. Officers shall record the serial number of the Taser used and the serial number of the cartridge deployed in this report.

VII. Taser Device Management

A. WLPD-certified Taser instructor(s), under supervision of the Deputy Chief of Police, shall be responsible for the issuance and safe storage of the Taser devices.

B. Each Taser shall be issued to the carrying officer accompanied by at least two cartridges. If a cartridge is deployed, a Taser instructor or supervisor should be notified so that a replacement can be issued.

C. If a Taser device Digital Power Magazine (DPM) reaches 20% or below, it should not be issued or re-used until the DPM is replaced.

Issue Date

12/04/2012

Revision Number: Date

By Order of the Chief:

Section VII

Tactical Management

Department Policy #7.05.01

Special Response Team Physical Agility

- I. Purpose: The purpose of this policy is to provide guidelines for the physical agility testing of SRT operators or potential team members.
 - II. Policy: All Special Response Team operators or potential team members will be required to successfully complete the physical agility test twice a year to remain an active member of the team. Potential team members will be required to pass the physical agility test to be considered further for assignment to the team.
 - III. The Order: The physical agility test will be administered twice a year to all team operators. Any current operator who fails to pass the physical agility test will be placed on inactive status and will be given a retest in one week. If they do not pass the test again they will be given one last retest within a six month period. Anyone who fails this test will be taken off the team. Any potential operator who fails to pass the physical agility test will not be considered further for the current team opening but can retake the test in one year.
 - IV. Physical Test: All of the following stages of the physical test correspond to essential SWAT job functions. These functions include;
 - Crawling and running
 - Jumping over and across obstacles
 - Maintaining balance while traversing a narrow object or wall
 - Maintaining a tactical position for an extended period of time and remaining alert
 - Climbing fences, walls, multiple flights of stairs, ladders, fire escapes... to gain an objective or tactical position
 - Lifting and carrying necessary equipment over rough terrain a reasonable distance
 - Lifting and dragging wounded officer/citizen to safety in a reasonable time across a reasonable distance
 - Running to escape an area of danger or to cross an open area. Running to pursue a suspect or rescue a hostage
 - Functioning up on roof tops, ledges and high positions
 - Functioning in crawl spaces, tunnels, vents...
 - Low and high crawling to objectives
- A. **Station 1: Box Jump:** Applicants will perform a box jump, this test measures explosive leg strength. The standard for this test is 20 inches.
 - B. **Station 2: Pull-ups:** The applicant will perform pull-ups wearing a 25 lbs weighted vest and starting from a dead hang: This test measures upper body strength. The standard for this test is 1.
 - C. **Station 3: 100 yard run with 25 lbs ram:** The applicant must run a 100 yards carrying a 25 lbs ram. This test will measure upper body strength and anaerobic power. The applicant must complete this test in 20 seconds.
 - D. **Station 4: Maximum sit-ups in 1 minute:** The applicant will perform as many sit-ups as he can in the time allotted. This test measures core, abdominal dynamic strength and local muscular endurance. The standard is 38 repetitions in a minute.

- E. **Station 5:** 300 meter sprint: The applicant will sprint 300 meters. This test measures anaerobic power. The applicant must complete this test in 65 seconds.
- F. **Station 6:** Push-ups in 1 minute: The applicant must start from the “up” position. This test measures upper body dynamic strength and local muscular endurance. The applicant must complete at least 40 push-ups in a minute.
- G. **Station 7:** 1.5 mile run: The applicant must run 1.5 miles within the time allotted. This test measures aerobic fitness and VO2 capacity. The standard time for this test is 14 minutes and 30 seconds.
- H. **Station 8:** Air Squats: The applicant must perform 20 consecutive air squats. This test will measure core strength and anaerobic power.
- I. **Station 9:** Body Transport: The anthropometric dummy must be dragged or carried a distance of 15 feet. This test measures core strength and anaerobic power.

Completion of **Station 9** concludes the physical test.

Issue Date	Revision Number:	Date	By Order of the Chief:
00/00/2014	#_____1_____:	/ /	_____

Section VIII Crime Scene Management

Department Policy #8.04

Evidence Custody

- I. Purpose: The purpose of this policy is to establish guidelines for officers of the West Lafayette City Police Department who find or confiscate property and put it into West Lafayette Police Department's property system.
- II. Policy: It is the policy of the West Lafayette City Police Department that all pieces of property, whether found or confiscated, be placed into the property system of the West Lafayette City Police Department for chain of custody purposes.
 - A. After an officer CONFISCATES a piece of property and brings it back to headquarters, they shall:
 1. Photograph the item(s) with a digital camera (in compliance with Digital Photography Policy #6.20).
 2. Fill out completely the West Lafayette City Police computer voucher form.
 3. Place the property in a lockable property locker.
 4. List the property in the case report.
 - B. When an officer places a piece of Found property into the property system, they SHALL:
 1. Follow the steps as set forth in section A, parts 1-4 of this policy.
 2. Attempt to make contact with the owner of the property, if that information is known.

Issue Date

Revision Number: Date

By Order of the Chief:

/ /

_____: / /
